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There are a few cases similar to the principal case which are anomalous. These cases hold that where one through the necessity of business is compelled to submit to an illegal demand by a person or corporation having the power to refuse a right to which he is entitled, the parties are not on equal footing, and contracts made under circumstances are affected with duress. *McGregor v. Erie Ry. Co.*, 35 N. J. L. 89; *Chase v. Dwinal*, 7 Me. 134; *W. Va. Transportation Co. v. Sweetzer*, 25 W. Va. 434.

EVIDENCE — ADMISSIBILITY — UNCONSTITUTIONAL SEIZURE.—The police seized books and papers belonging to the accused, without warrant or authority; and, although he promptly demanded their return, they were held by the authorities for several years. Subsequently, the accused was convicted of a crime, on evidence obtained from such books and papers. *Held*, the conviction is reversed. *Flagg v. United States* (C. C. A.), 233 Fed. 481. See NOTES, p. 59.

EVIDENCE — STRIKING OUT — EFFECT.—In a trial for statutory rape, evidence calculated to greatly damage the defendant's case was erroneously admitted, but later withdrawn, and the jury was instructed not to consider it. The preponderance of the legitimate evidence clearly established the defendant's guilt; and the jury assessed the very lowest penalty allowed by the law. *Held*, the defendant was not prejudiced by the error in admitting the evidence, and the conviction is affirmed. *Milner v. State* (Tex. Cr. App.), 185 S. W. 29. See NOTES, p. 54.

FEDERAL EMPLOYERS' LIABILITY ACT—ACTION IN STATE COURT—JURY.—An action was brought under the Federal Employers' Act, and in the court of a state which by statute provided for a jury of seven. *Held*, the Seventh Amendment of the Constitution of the United States does not apply to actions under the Act in state courts, and the action may be tried by a jury of seven. *Chesapeake & O. R. Co. v. Carnahan*, 36 Sup. Ct. Rep. 594. See also, *Minneapolis & St. L. R. Co. v. Bombolis*, 36 Sup. Ct. Rep. 595. For principles involved, see 3 VA. L. REV. 312.

INSURANCE—STANDARD MORTGAGEE CLAUSE—CONSTRUCTION.—A building was insured by materialmen in the name of the owner; but, by means of a "rider" attached to the policy, the loss was made payable to them as their interest might appear. The policy also contained a standard mortgagee clause providing that the conditions of the policy should apply to the payee "in the manner expressed in such provisions and conditions of insurance relating to such interest as shall be written upon, attached, or appended thereto." There was no provision attached to the "rider" declaring in what manner the conditions should apply to the materialmen. After a condition of the policy had been violated by the owner, a loss occurred and the materialmen sued the insurance company. *Held*, the plaintiffs can recover. *Royal Ins. Co. v. Walker Lumber Co.* (Wyo.), 155 Pac. 1101.

Where one procures insurance in his own name but assigns the pol-